

# PROCAM TAKE2

## PROCAM TAKE2 LIMITED | TERMS AND CONDITIONS OF BUSINESS

### 1. Definitions

- a) "The Company" is "Procam Take2 Limited"  
b) "The Client" is the person, firm or company to whom the invoice is addressed

### 2. Acceptance of Order

All equipment hires and sales shall be subject only to these terms and conditions unless the Client and the company have agreed in writing to the contrary. All orders placed by the Client shall only be deemed accepted when acknowledged as being so by the Company. In the event of a dispute between the standard terms and conditions of the Company and the Client, the parties agree that the Company's terms and conditions of business shall take precedence.

### 3. Quotations

All quotations are made by the Company without obligation.

### 4. Rates

The rate for the equipment hired is that quoted by the Company, save that the Company reserves the right to vary the rate as a result of any variation in any costs or third party charges related to the hire.

### 5. Terms of Payment

- a) Payment of invoices shall be made without any deduction or set-off so as to be received by the Company within thirty days from date of invoice. Interest shall be payable on the overdue accounts under the Terms of the Late payment of Commercial Debts (Interest) Act 1998.  
b) In the event of a default in payment the Client shall be responsible for any and all applied interest charges and reasonable collection fees incurred in recovering the outstanding amount.  
c) In the event of a default in payment the Company reserves the right either to withhold any equipment or services which are the subject of any contract with the Client and/or cancel any subsequent contract with the Client without prior notice.  
d) The Company shall be entitled to determine any contract without notice in the event of the bankruptcy insolvency or liquidation of the Client (as the case may be) any time during the contract.  
e) The Company reserves the right to make a charge in respect of any costs or expenses incurred by the Company on account of the Client for any contracts which are subsequently cancelled.  
f) The Client agrees that in the event of a default in payment for the hire the Company may place full details of the Client default with an independent bureau for the purpose of compiling and distributing such information to other interested parties to assist in making decisions from which the information may be used for tracing, the prevention of fraud and the recovery of debt amongst other matters.

### 6. Period of Hire

- a) The hire charge for equipment commences and ends on the dates agreed by the Company.  
b) The hire period will be deemed to continue until such time as any damaged equipment is repaired or any equipment that is lost, stolen or damaged beyond repair is replaced provided that the amount of any additional hire charge payable as a direct result of the theft, accidental loss or damage to the equipment shall not exceed 13 weeks rental.  
c) Where equipment is delivered or collected by the Company such delivery or collection is at the Client's risk and expense and the Client shall be liable for physical loss and damage and delay to the equipment as soon as the equipment is delivered to the address requested by the Client in the case of delivery and until the equipment has been safely placed into a Company vehicle in the case of collection.

### 7. The Company's and Clients Liabilities

- a) Where in these Terms and Conditions the liability of the Company in respect of any loss or damage is excluded or modified in any way, the Company does not intend to seek or purport thereby to exclude restrict or modify its liability for the death or personal injury to any person resulting from negligence as defined in Section 1 of the Unfair Contract Terms Act 1977 and these conditions shall have effect accordingly. Nothing in these Terms and Conditions is intended to exclude restrict or modify liability on the part of the Company for any breach of the obligations arising from Section 12 of the Sale of Goods Act 1893 or Section 8 of the Supply of Good Implied Terms Act 1973 and these Terms and Conditions shall have effect accordingly.  
b) While the Company shall make every effort to assist the Client with technical know and experience and shall provide general advice and service the Company shall not guarantee that the Client will achieve his intended result by the use of hired equipment and services.  
c) The Company shall not be liable in any way for any loss, damage, loss of profits or of contracts or of any other consequential loss of any kind suffered by the Client or any third party or for any delay, late delivery, defect or deficiency of or relating to any equipment or ancillaries there to or for any delay in any equipment or ancillaries being available or for any failure error or mistake by technicians or other staff or for any failure error or mistake by any technicians or other staff of any nature provided by the Company.  
d) The Company shall not be liable for any delay or other breach resulting from wars strikes lock-out restrictions non-availability of goods materials or labour or owing to any other cause whatsoever beyond its control.  
e) Time is not of the essence in any contract with the Client and the Company shall not be liable for any delays in the supply of equipment materials and services by it or for any losses whatsoever due to any such delays howsoever caused.  
f) All equipment and materials entrusted to the Company and all equipment and materials and services supplied by the Company are entirely at the Client's risk. The Company shall not in any circumstances be liable for loss or damage of any kind, howsoever caused, even where such loss or damage shall have been caused or contributed to by the negligence of the Company.  
g) The Company shall not be liable for any costs incurred in getting replacement equipment to the Client in the event of the breakdown of that equipment even where such a breakdown shall have been caused or contributed to by the negligence of the Company.  
h) If it is proved to the satisfaction of the Company its directors or its managers that any equipment hired by the Client has broken down through the fault of the Company its directors or its employees the Company will not make charges for that equipment from the time it breaks down until the time it is replaced or repaired provided that in the event of the equipment being replaced the Client returns the faulty equipment within 24 hours of the faulty equipment being replaced otherwise a charge will be made commencing 24 hours from the time the replacement equipment is provided and ending once the faulty equipment has been returned to the Company. The responsibility for the delivery of any replacement equipment and the return of any faulty equipment rests solely with the Client.  
i) The Client shall be required to insure its materials and its work and operations against any loss damage or liability caused by or arising out of or in connection with equipment materials or services supplied by the Company or any contract with the Company. The Client shall inform insurers of the Company's Terms and Conditions and shall ensure that its policy is endorsed to the effect that there shall be no recourse against the Company.  
j) The Client shall at all times keep the Company its directors employees servants agents and licensees fully indemnified against all actions, proceedings, expenses, costs, charges, claims and demands whatsoever which may be brought against the Company its employees servants agents or licensees by any third party in respect of any alleged injury, loss, damage or expense arising out of or in connection with equipment or services provided by the Company or for breach of copyright or any other proprietary or other rights of third parties generally resulting from compliance with the Client's instructions even where such injury, loss, damage or expense is caused wholly or in part by the negligence or breach of contract of the Company its directors servants or agents.  
k) The Client shall further compensate the Company for any loss which the Company may suffer as a result of variation of any order for the supply of equipment materials or services or failure to return any hired equipment to the Company's premises at the termination of the agreed hire period in good condition fair wear and tear excepted or for any breach by the Client of these Conditions.

### 8. The Clients Insurance

Without specific written agreement to the contrary prior to the commencement of the hire period the Client shall affect its own insurance on the equipment. The Client shall ensure that the Company's interest is noted by the insurers and shall notify the Company accordingly and give the details of the policy or policies as the Company may require. The Client's policy shall provide cover for all loss or damage whatsoever to the equipment including, but not limited to, the full replacement value of the equipment, the full cost of repairing any damage and the continuing hire charges detailed in clause 6b) above. Particulars of replacement values, repair costs and daily rates for continuing hire will be supplied by the Company on request as appropriate.

### 9. Failure to Return Goods/Damaged Goods

The Client shall pay to the Company the full replacement value of hired equipment not returned or the full cost of repairing any damage together with any additional hire charge calculated in accordance with Clause 6 of these Conditions due to loss or damage.

### 10. Late Returns

Equipment returned late will be charged at the single agreed daily rate for each calendar day or part thereof irrespective of any reduction or discount that may have been negotiated on the original booking.

### 11. Cancellation/Curtailment

If notice of cancellation or curtailment is received by the Company at 24 hours or less notice, then the booking will be charged at full rate. Similarly, bookings cancelled more than 24 but less 48 hours before a booking begins will be charged at 50% of the full rate and bookings cancelled more than 48 but less 72 hours before a booking begins will be charged at 25% of the full rate.

### 12. Use of Equipment

Without the previous consent of the Company hired equipment must not be used on any abnormal or hazardous assignment nor taken out of the United Kingdom or taken from the ground other than on a regular scheduled flight by an airline recognised by I.A.T.A. Clients must keep hired equipment in their custody and must ensure it is used in a skilful manner by persons having the appropriate qualifications and experience and who are familiar with the type of equipment. Clients must protect hired equipment from the elements and take all reasonable precautions for its safety. Under no circumstances may Clients alter, add to, modify adapt or misuse equipment hired to them by the Company or affix to, install thereon or insert therein any accessory equipment or device incompatible with its proper use.

### 13. Condition of Goods

- a) All equipment and materials supplied by the Company shall be examined and checked and subjected to appropriate tests by the Client before being taken into use and if found to be defective or deficient will be replaced or defects and deficiencies remedied by the Company without additional charge but in no circumstances shall the Company be liable for transportation charges or for any loss or damage of whatever kind howsoever caused arising out of or in connection with the use or the inability to use equipment and materials supplied or agreed to be supplied.  
b) The Company shall at its own expense at all times during the hire period make any repair or supply such replacement of equipment as may be necessitated by ordinary wear and tear provided that the Client returns any equipment needing attention to the Company's premises. Carriage insurance and handling charges including charges for the return journey of repaired or replacement equipment to be paid by the Client. The Company will suspend the hire charge during the period in which the equipment is out of service or until it is replaced as the case may be but the Company shall in no circumstances be liable to the Client for any loss or damage or expense incurred or sustained in connection with or resulting from the return or repair or replacement of such equipment.

### 14. Company Vehicles

No person other than a person authorised by the Company may in any circumstances drive any vehicles supplied by the Company. Where such vehicles are used by or on behalf of the Client in circumstances not covered by the Company's insurances, the Client undertakes to affect the appropriate insurance.

### 15. Title

- a) All equipment on hire shall at all times remain the absolute property of the Company and no proprietary or other interest in the said equipment shall vest in or pass to the Client who shall for all purposes be deemed the Bailee of the said equipment.  
b) Clients must not sell loan assign pledge encumber part with possession or suffer any lien to be created over hired equipment and the Company may terminate any hiring forthwith and without notice in the event of a Client making any attempts to do so or doing any act or omitting to do any act which in the opinion of the Company jeopardises the Company's rights to the equipment or becoming the subject of any bankruptcy or liquidation proceedings or becoming insolvent or allowing any judgement or well-founded claim to remain unsatisfied or failing to pay any hire charge or other sum due to the Company or failing to comply with these Conditions.  
c) The Client agrees that a representative of the Company may enter upon any premises upon which hired equipment may be kept or reasonably believed to be kept for the purpose of its recovery at the termination of any hiring period, and where such equipment is on premises not occupied or under the control of the Client, the Client shall undertake to secure for the Company permission to enter for such purposes and the Client shall compensate the Company for any costs incurred in repossessing the hired equipment.

### 16. Clients Property

The Company shall have a general lien upon all materials now or at any time in its possession belonging to the Client for any sum for the time being due to the Company.

### 17. General

No acceptance of the return or repossession of the equipment nor the granting of any indulgence by the Company shall constitute a waiver by the Company of any of its rights under these Conditions.

18. Any advice, instruction, guidance representation or statement in connection with or in relation to the nature and use and application of any equipment materials or services supplied by the Company given or made by any director or any servant or agent of the Company or by any technician whose services are supplied to the Client is given or made only on the condition that the Company shall in no circumstances be liable therefore or for loss or damage of any kind resulting therefrom howsoever caused. No recommendation or nomination by the Company of any person whose services the Client engages shall in any circumstances render the Company its directors servants or agents liable for any loss or damage of any kind resulting therefrom or connected therewith however caused.

### 19. Governing Law

These Terms and Conditions shall be governed and interpreted according to the Laws of England.

I CONFIRM THAT I HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS

SIGNED

PRINT NAME

DATE